

RESOLUTION NO. 426.

RESOLVED: By the Board of Trustees of the City of Lodi, San Joaquin County, California, that the President of said Board of Trustees and the City Clerk of said City, are hereby authorized and directed to enter into a contract, (a copy of which is hereunto annexed) for and on behalf of said City, with Martha Lind and Fred Lind, her husband, whereby said City shall agree to purchase, and shall purchase that certain residence house now occupied by said Martha Lind and Fred Lind, her husband at Number 420 Daisy Avenue, Lodi, California, for the purchase price and sum of Three Thousand Seven Hundred Fifty (\$ 3,750.00) Dollars, to be paid by said City of Lodi to said Martha Lind and Fred Lind, her husband, at the times and in the manner following, that is to say, One Thousand (\$ 1,000.00) Dollars to be paid at the time said contract is signed and the balance, to-wit, the sum of Two Thousand Seven Hundred Fifty (\$ 2,750.00) Dollars to be paid on or before the time said building is removed from its present location, said contract to be signed within five days after the date of passage of this resolution, and to provide that said building shall be removed from said premises between thirty days and ninety days after the passage of this resolution and to provide further that all insurance and taxes for the present fiscal year on said building shall be pro-rated as of November 15th, 1923, and

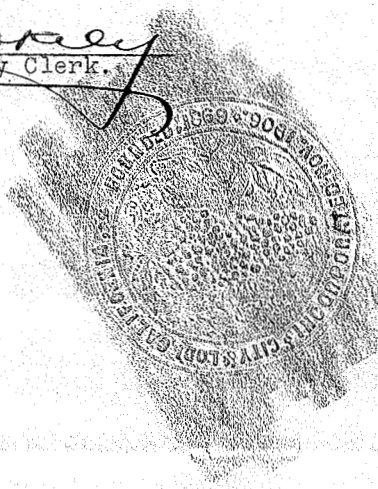
BE IT FURTHER RESOLVED: That there is hereby appropriated from said City's general fund sufficient moneys to pay said installments of purchase price as the same shall fall due under said contract and the said President of said Board of Trustees and City Clerk are hereby authorized to

draw warrants for the payment of said installments of said purchase price respectively.

The foregoing resolution was duly passed and adopted by the Board of Trustees of said City of Lodi at a regular meeting held October 15th, 1923.

J. W. Shattuck
President of the Board of Trustees.

Attest: J. F. Bearey
City Clerk.



THIS CONTRACT, Made and entered into this day of October, 1923, by and between MARTHA LIND and FRED LIND, her husband, both of the County of San Joaquin, State of California, parties of the first part, and THE CITY OF LODI, a Municipal Corporation of the County of San Joaquin, State of California, party of the second part;

W I T N E S S E T H :

That the parties of the first part agree to sell to the party of the second part and the party of the second part agrees to buy that certain residence house now occupied by the parties of the first part and situated at Number 420 Daisy Avenue, Lodi, San Joaquin County, California.

In consideration whereof the party of the second part agrees to pay to the parties of the first part the sum of Three Thousand Seven Hundred Fifty (\$ 3,750.00) Dollars, payable at the times and in the manner following, that is to say, One Thousand (\$ 1,000.00) Dollars down upon the signing of this contract, receipt whereof by the parties of the first part is hereby acknowledged, and the balance, to-wit, the sum of Two Thousand Seven Hundred Fifty (\$ 2,750.00) Dollars to be paid on or before the time of the removal of said building from its present location.

It is understood and agreed that said building shall remain at its present location for at least thirty days after October 15th, 1923, and that the party of the second part shall remove said building from said premises between thirty days and ninety days after October 15th, 1923, it being understood and agreed that the party of the second part, its agents, servants or employees shall have the right, at the times herein specified, to enter upon said premises with all necessary

equipment and remove said building from said premises.

It is further understood and agreed that all insurance and taxes for the present fiscal year upon said building shall be pro-rated as of November 15th, 1923, it being understood and agreed that until the party of the second part shall have taken possession of said building ~~and removed the same from said premises~~ all risk of loss or damage to said building shall be borne by the parties of the first part, and that in the event of the total or partial destruction of said building by fire, before its removal from said premises, this contract shall be rescinded and all moneys theretofore paid hereunder shall be returned to the party of the second part; it is understood and agreed that after the removal of said building from said premises all risk of loss or damage thereto shall be borne by the party of the second part.

IN WITNESS WHEREOF, said parties have entered into this contract in duplicate the day and year first above written.

CITY OF LODI

By

President of Board of Trustees.

J. F. Beatty
City Clerk.

Received the sum of \$1,000 as first payment hereunder:

Fred Lind

